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Attorneys for Defendant
**THE TERMINIX INTERNATIONAL COMPANY
LIMITED PARTNERSHIP** (erroneously sued as
TERMINIX INTERNATIONAL)

ATTORNEY AT LAW

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Attorney for Plaintiff
JULIO RUIZ

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

JULIO RUIZ,

Plaintiff,

v.

**TERMINIX INTERNATIONAL, and DOES
1-50,**

Defendants.

Case No. 4:19-cv-04896-HSG

**JOINT STIPULATION TO ARBITRATE
DISPUTE AND STAY LAWSUIT; ORDER**

Action Filed: March 6, 2019
Action Removed: August 15, 2019

1 Plaintiff JULIO RUIZ (“Plaintiff”) and defendant THE TERMINIX INTERNATIONAL
2 COMPANY LIMITED PARTNERSHIP (erroneously sued as TERMINIX INTERNATIONAL)
3 (“Defendant”) (collectively, the “Parties”) hereby agree and stipulate as follows:

4 1. Plaintiff is a former employee of Defendant.

5 2. On December 23, 2015, Plaintiff signed Defendant’s *We Listen* Dispute Resolution
6 Plan, which states, in pertinent part, as follows: “I understand and agree that this *We Listen Dispute*
7 *Resolution Plan* (“*We Listen*” or the “Plan”) is designed to provide an exclusive, easy-to-use
8 process for economical and prompt resolution of claims or controversies” between Plaintiff and
9 Defendant. (Plan at ¶ 1 - “Introduction.”)

10 3. On March 6, 2019, Plaintiff filed the instant lawsuit against Defendant alleging the
11 following claims: (1) discrimination on the basis of physical disability in violation of the Fair
12 Employment and Housing Act (“FEHA”); (2) discrimination on the basis of age in violation of
13 FEHA; (3) harassment based on age in violation of FEHA; (4) discrimination on the basis of gender
14 in violation of FEHA; (5) harassment based on gender in violation of FEHA; (6) discrimination on
15 the basis of race and national origin in violation of FEHA; (7) wrongful discharge in violation of
16 public policy; (8) retaliation in violation of FEHA; and (9) failure to prevent harassment and
17 discrimination in violation of FEHA.

18 4. On August 15, 2019, Defendant removed the instant lawsuit to the United States
19 District Court for the Northern District of California.

20 5. Each of the claims Plaintiff asserts in this lawsuit arises from Plaintiff’s employment
21 with Defendant or the termination of that employment relationship. The Parties have met and
22 conferred, and agree, that the within lawsuit shall be stayed and that the Parties shall resolve their
23 dispute pursuant to the *We Listen* Dispute Resolution Plan.

24 **IT IS THEREFORE STIPULATED BETWEEN THE PARTIES, BY AND**
25 **THROUGH THEIR COUNSEL OF RECORD, THAT:**

26 1. The Parties agree to submit the instant dispute, including all claims asserted herein,
27 to arbitration pursuant to the *We Listen* Dispute Resolution Plan;

28 2. Plaintiff and Defendant stipulate and agree to submit the entire Action to final and

1 binding arbitration before the American Arbitration Association in accordance with the terms of
2 the Plan and applicable law;

3 3. The filing of the March 6, 2019 Complaint in this Court shall constitute Plaintiff's
4 written demand for arbitration consistent with the terms of the Arbitration Agreement, and
5 Plaintiff's written demand for arbitration shall therefore relate back to the March 6, 2019 filing
6 date, and the written demand for arbitration shall be deemed to have been initiated as of
7 March 6, 2019;

8 4. The instant lawsuit shall be stayed pending arbitration; and

9 5. This Court will retain jurisdiction to enforce the arbitrator's decision and award, if
10 necessary.

11
12 IT IS SO STIPULATED.

13
14 Dated: October 16, 2019

FORD & HARRISON LLP

15
16 By: /s/ Timothy L. Reed

17 Ross A. Boughton
18 Timothy L. Reed
19 Dan R. Lyman
20 Attorneys for Defendant
THE TERMINIX INTERNATIONAL
COMPANY LIMITED PARTNERSHIP
(erroneously sued as TERMINIX
INTERNATIONAL)

21
22 Dated: October 16, 2019

MICHAEL J. REED, ATTORNEY AT LAW

23
24 By: /s/ Michael J. Reed

25 Michael J. Reed
26 Attorney for Plaintiff
27 JULIO RUIZ
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SIGNATURE ATTESTATION

Pursuant to Civil Local Rule 5-1(i)(3), I attest that concurrence in the filing of this document has been obtained from the other signatories.

Dated: October 16, 2019


FORD & HARRISON LLP

By: /s/ Timothy L. Reed

Ross A. Boughton
Timothy L. Reed
Dan R. Lyman
Attorneys for Defendant
THE TERMINIX INTERNATIONAL
COMPANY LIMITED PARTNERSHIP
(erroneously sued as TERMINIX
INTERNATIONAL)

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The parties are further **DIRECTED** to submit a joint report regarding the status of arbitration every 90 days from the date of this order until the arbitration concludes, and to jointly notify the Court within 48 hours of the conclusion of the arbitration proceedings. The clerk is directed to administratively close the case.


Honorable Haywood S. Gilliam, Jr.
United States District Court